

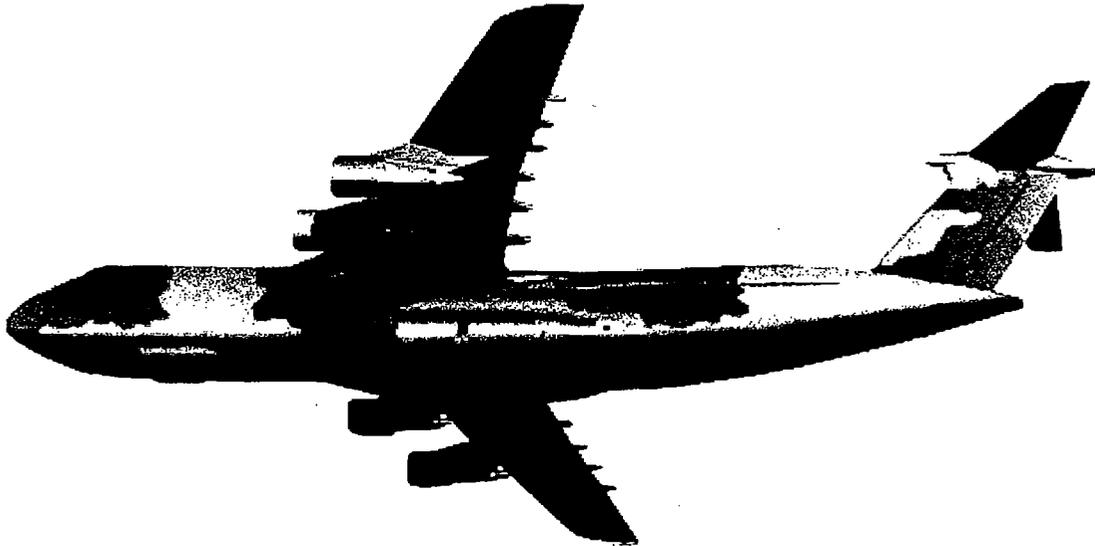
Agreement

Between

*Commander, 439th Airlift Wing
Westover Air Reserve Base, MA*

And

*American Federation of Government Employees
AFL-CIO
LOCAL #3707*



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AGREEMENT

BETWEEN

THE

COMMANDER
439TH AIRLIFT WING
WESTOVER AIR RESERVE BASE, MA

AND

AFGE
LOCAL#3707

PREAMBLE

In accordance with the policy set forth in Civil Service Reform Act, and issued by the President of the United States, the following articles constitute an agreement by and between the Commander, 439 Airlift Wing, Westover Air Reserve Base, Massachusetts, referred to as the Employer, and the American Federation of Government Employees, AFL-CIO, Local #3707, referred to as the Union. It is the intent and purpose of the parties to promote and improve the efficient administration of the Federal Service and the well being of employees within the meaning of the Civil Service Reform Act.

The parties identified do mutually agree as follows:

ARTICLE 1

UNIT DESIGNATION

The Unit to which this agreement is applicable is composed of all General Schedule and Wage Grade employees at Westover Air Reserve Base, Chicopee, Massachusetts; excluding professional employees, management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, security guards, confidential employees and supervisors as defined in the Civil Service Reform Act.

ARTICLE 2

RIGHTS AND OBLIGATIONS

Section 1. The parties to this Agreement recognize that Federal employees have and shall be protected in the exercise of their rights, freely and without fear of penalty or reprisal, coercion, or interference, to form, join and assist any employee organization or to refrain from such activity. In addition, this Agreement does not preclude any employee, regardless of employee

organization membership, from bringing matters of personal concern to the attention of appropriate supervisory/management officials in accordance with applicable laws, rules, regulations or Air Force policy.

Section 2. A representative of the Union normally shall have the right to be present in any discussion of personnel management policy matters between the Employer and an employee or employees represented in the Unit. The right of the Union representative to be present during such discussions shall be subject to necessary requirements as to security and confidentiality of information as required by law. The right of the Union representative to be present does not apply to informal discussion of personal problems between an employee and immediate supervisor; unless it is an examination of the employee and the employee reasonably believes it may result in discipline and request representation.

Section 3. It is agreed that internal Union business such as soliciting membership, collecting dues, electing officers, meetings, and posting and distributing literature will be conducted during the non-duty hours of the employees involved.

ARTICLE 3

APPROPRIATE MATTERS

Section 1. The Employer agrees not to change or implement personnel policies, practices and matters affecting working conditions which are within the Employer's authority, without prior notification to the Union. If, after being notified of any proposed change, the Union does not exercise its right to negotiate within 10 calendar days, management has the right to implement the change. If the parties negotiate and are unable to fully resolve the matter, the change will not be implemented; unless compelling need is demonstrated, and the services of a mediator will be requested. It is further agreed that all such matters will relate to policy determinations and not day-to-day operations and individual dissatisfactions.

Section 2. The Employer and Union Representative shall meet and negotiate on the impact and implementation of personnel policies, practices, and matters affecting working conditions that are not within the scope of the Employer's authority.

ARTICLE 4

UNION MANAGEMENT MEETINGS

The Union President or designee and management may meet regularly to confer with respect to personnel policies, practices and matters affecting working conditions. These meetings may be conducted at the request of either party. A written summary of the topics discussed will be prepared by the party requesting the meeting and will be signed by the parties if deemed necessary by either party. A copy of this summary will be provided to the other party.

ARTICLE 5

PROVISIONS OF LAWS AND REGULATIONS

In the administration of all matters covered by this Agreement, all employees are governed by existing or future laws and the regulations/instructions of appropriate authorities, by published agency policies and regulations in existence at the time the Agreement was approved; and by subsequently published agency policies and regulations required by law or by the regulations/instructions of appropriate authorities. Nothing in this agreement shall restrict the employer or its officials from taking any necessary action to carry out its mission.

ARTICLE 6

UNION REPRESENTATION

Section 1. The Employer agrees to recognize unit employees duly elected or appointed as officers and stewards by the Union, hereby referred to as Union representatives in this agreement. The Union agrees to furnish the Employer, in writing, a current list of names of the union representatives, and to notify the Employer, in writing, of changes. Additions or deletions to the recognized union representative list will not be recognized until such time as the Chief, Labor and Employee Management Relations Branch is notified of the change in writing by the Union President. The Union shall be responsible for posting on the designated Union portion of bulletin boards the Union Letter of Appointment.

Section 2. A number of shop stewards, who shall be eligible employees of the Unit, shall be established at a maximum number of twelve (12) to assure that the employees in the Unit have ready access to a steward. The organizational segment(s) within which stewards shall function normally will be the organization to which the steward is assigned. The employee may contact an alternate steward or officer for assistance if the employee feels that the recognized steward cannot represent him/her objectively.

Section 3. Employer and Union agree that the right of an employee to participate in the activities of the Union does not extend to participation in the management of such organization when such participation or activity would result in a conflict of interest or otherwise be incompatible with law or with the official duties of the employee.

Section 4. When a representative of AFGE who is not an employee of the Unit desires to meet with an employee or Union representative during working hours, the usual base rules for the admission of regular visitors will apply. The Union representative is expected to report to the individual's supervisor prior to making contact.

ARTICLE 7

OFFICIAL TIME

Section 1. Official time is time during which a Union representative is performing

representational duties and would otherwise be in a duty status and is not charged leave.

Section 2. In accordance with 5 USC 7131, any employee representing an exclusive representative in the negotiation of a collective bargaining agreement shall be provided official time for such purposes, including attendance at impasse proceedings. The number of employees for whom official time is authorized shall not exceed the number of individuals designated as representing the Employer for such purposes.

Section 3. In addition to the above, official time will be allowed for Union representatives to perform the following duties or functions:

a. Officially requested or approved meetings between the Union and the Employer normally will be conducted during regular working hours. Reasonable time will also be granted the Union representative, without charge to leave, to draw up requests or recommendations in connection with such meetings.

b. Initially an hour, except when complexity of the situation warrants more time, will be allowed for Union representatives to prepare, attend and/or present grievances, discrimination complaints and other representational matters.

c. The Parties agree that, when appropriate, telephone representation will be used to the fullest extent possible.

Section 4. The following sections summarize those duties or functions which a Union representative may perform during his/her regular duty hours without charge to leave when such participation does not result in a conflict of interest or is not otherwise incompatible with law.

a. Employer agrees to excuse a union representative without charge to leave to attend training sessions, provided that the subject matter of such training will serve the interest of the Department of Defense (DOD), is pertinent to the employee in his/her capacity as a union representative, and work requirements permit the union representative's attendance. Official time for this purpose will cover only such portions of a training session as meet the foregoing criteria. The union agrees to provide 15 calendar days notice to the employer on any such request, and to provide a copy of the training outline/agenda, date(s), time(s), place of training, training instructor(s) and the individual(s) who will be attending. The Union President will be allotted 120 hours of training per year. All other representative will be allotted 80 hours per year. Hours will not be carried over from year to year. The union agrees to provide the employer with written verification of the completed training. No TDY funds will be provided for this training. Duplication training will not be approved in the same year for the same individual. The union will make every effort to avoid duplicate training every year and to space it over a 2 year period.

b. Employer agrees to consider a request for leave without pay from an employee of the Unit for the purpose of serving on a temporary basis, as an officer or representative of a Union representing Federal employees. Leave without pay (LWOP) will not be authorized initially for any period in excess of six months, and renewals will be scrutinized carefully. Employer will

assure that the value to the Government or the serious needs of the employee are sufficient to offset such costs and administrative inconveniences as:

- (1) Encumbrance of a position.
- (2) Obligation to provide active employment at the end of the approved leave period.
- (3) Eligibility for continued coverage of life insurance and health insurance in accordance with governing regulations.
- (4) Loss of service.
- (5) Compilation of retention registers in the event of Reduction-In-Force.
- (6) Credit of six months of each year toward retirement without employee contributions.

Section 5. The union representative must obtain permission from his/her supervisor (using Appendix A, Union Representative Request Form) for the purpose of performing duties outlined in this article. Requests will be submitted as far in advance as possible. Supervisory permission will be granted unless there are compelling circumstances. The union representative shall notify the immediate supervisor of any employee being contacted. Permission to contact said employee shall be denied only under compelling circumstances. The union representative, upon completion of this function if on duty hours, will report back to his/her immediate supervisor. The union representative request form will be complete and turned in to the supervisor. All official time during duty hours will be documented on the timecard.

Section 6. Official time shall normally be granted to one union representative when performing representation duties in any individual or group case. The provisions set forth in this article will constitute the only conditions under which official time will be granted. (Also see Article 2, Section 3)

ARTICLE 8

EMPLOYER/UNION COOPERATION

Section 1. In the best interest of the United States Air Force both parties agree to settle all differences, including those concerning policies and grievances, at the lowest possible level of authority.

Section 2. Employer will furnish the Union, upon written request, a list of names, position titles, grades and organization of Unit employees. Such lists will be provided not more than semi-annually.

Section 3. Employer and the Union mutually agree that employees in the Unit will be

encouraged to participate in worthwhile charity drives. However, participation will be voluntary and any practice involving compulsion, coercion or reprisal directed toward an employee because of the size of his/her contribution or failure to contribute will not be instituted.

Section 4. The Union will be afforded the opportunity to participate in orientation classes of new unit employees. Such participation will be limited to advising new employees of their rights under Section 7102 Title 5 USC.

ARTICLE 9

DISCIPLINARY ACTIONS

Section 1. The employer shall solely determine when the need arises for disciplinary or adverse actions. Such actions will be administered in accordance with the agency's instructions and other applicable laws and regulations, and this agreement. Both parties agree that counseling sessions, when required, are of mutual benefit to both employees and management and are not considered disciplinary actions. Oral admonishments, reprimands and all documents or references related thereto will be removed from the AF 971 after one (1) year.

Section 2. Disciplinary actions taken against employees will be the minimum that can reasonably be expected to attain the purpose for which the action is initiated. The Guide to Disciplinary Actions will be used as a guide for administering such actions.

Section 3. Management shall annually inform employees of their rights to be represented by the Union at any examination of an employee in the unit by management in connection with an investigation if (1) the employee reasonably believes that the examination may result in disciplinary action against the employee; and (2) the employee requests representation.

Section 4. If the employee is available, the Employer should normally informally discuss with the employee (and his/her Union Representative if the employee requests one), the basis for any proposed disciplinary action prior to its being reduced to writing. The Employer will carefully consider the employee's views and inform the employee (and his/her representative if request one) of employer's intent.

ARTICLE 10

HOURS OF WORK/TOURS OF DUTY

Section 1. The administrative work-week shall be seven (7) consecutive days, Sunday through Saturday. For the purposes of this article, the following definitions apply:

a. Administrative Hours. The administrative hours of the base will be 0730-1615 throughout the year, including a 45 minute lunch period.

b. Alternative Work Schedules (AWS). Work schedules made up of flexible or compressed schedules. Flexible work schedules (FWS) for Westover ARB are flexitour, gliding,

and maxiflex (aircrew only). Compressed work schedules (CWS) for Westover ARB are 5/4/9 and 4/10.

c. Tour of Duty. The days of the week and the hours of the day which make up the basic 40-hour workweek. Regular tour of duty (fixed, not on AWS) for Westover ARB is five 8-hour days, normally Monday through Friday. Hours are from 0730-1615 hrs with lunch between 1130-1215 hrs.

d. Uncommon Tour of Duty. Any 40-hour basic work week scheduled to include Saturday and/or Sunday, or fewer than 5 but not more than 6 days of the administrative work-week.

e. Shift. The specific hours within a given day that an employee works (i.e., 1st shift, 2nd shift, 3rd shift).

Section 2. The Employer has the responsibility of establishing shifts/work schedules/tours of duty within the constraints of the overall authorized operating hours of the base and assigned units in accordance with their mission commitments. Such shifts/work schedules/tours of duty will be determined and performed in accordance with the limitations and allowances in this Article.

a. Supervisor will determine which schedules are appropriate to meet mission commitments. Employee may work either a CWS or FWS if approved by the supervisor.

b. For employees on CWS, the supervisor will determine the SDO.

Section 3. Whenever possible, assignment to uncommon tours of duty shall be scheduled two weeks in advance. Consistent with skill and grade level requirements, reverse seniority will be used for undesirable uncommon tours of duty unless an employee was hired specifically for that shift. However, management has the right to change tours of duty in accordance with applicable regulations instructions and law.

Section 4.

a. In those organizations where more than one shift is in operation, shift assignments will be equitably rotated among the employees within the organization unless an employee is hired or promoted to a specific shift. Consistent with skill and grade level requirements, when there is more than one individual on a shift, an employee may remain on a desired shift within an organization when it is agreeable to at least one individual on each of the remaining shifts and the employer. When there is only one individual per shift of equal grade and skill then it must be agreeable to all members of that group of equal grade and skill and the Employer to remain on a desired shift. Any complaint regarding changes in shifts shall be processed in accordance with the negotiated grievance procedure.

b. A roster of Unit employees involved in shift changes shall be maintained by the Employer and may be reviewed by the Union.

c. The posting of a shift change will contain the new hours and the duration of the change, and signature of the authorizing official.

Section 5. Supervisors may schedule short rest periods, not exceeding 15 minutes, during each four hours of continuous work. These rest periods may be granted when the supervisor determines the break will be of benefit to the service. The rest period will be taken in the immediate vicinity of the employee's work site or as designated by the supervisor. No additional or divided breaks periods will be granted to use tobacco products. The rest period/break will not be a continuation of lunch periods under any circumstances. The criteria to be followed in determining the justification for granting rest periods are:

- a. Protection of employee's health by relief from hazardous work or work which requires continual or considerable physical exercise.
- b. Reduction of accident rate by removal of the fatigue potential.
- c. Work in confined spaces or in areas where normal physical activities are restricted.
- d. Possible increase in, or maintenance of, high quality or quantity production attributable to the rest period.

Section 6. A reasonable amount of cleanup time will be allowed employees engaged in work requiring clean-up prior to lunch and before the end of the scheduled workday. The supervisor determines the time needed to clean-up because of the nature of the working condition and job environment.

ARTICLE 11

OVERTIME

Section 1. The employer has the responsibility for determining overtime needs. The employer determines the requirement for scheduled or repetitious overtime. However, certain wing functions may require unscheduled overtime or holiday work, on a short notice. Such overtime will be determined and performed in accordance with the limitations and allowances prescribed in this article. Fifteen minutes is the minimum period of overtime that can be authorized.

Section 2. Overtime System & Records. Consistent with skill and grade level requirements, a rotational system based on seniority (SCD leave) will be established in order that every employee within a section or organizational unit will be given the opportunity to participate in overtime work assignments on an equitable basis insofar as the requirements of the department will permit. Suitable records of overtime worked and refused must be maintained by management to assure that each employee receives the same consideration. An overtime roster or record, not to exceed one year, shall be maintained by the supervisor and can be viewed by the steward. The union representative may consult with the supervisor concerning the assignments of overtime in an effort to keep the overtime work equitable among all employees as fair as

possible. Any complaint or disagreement on the distribution of overtime shall be processed in accordance with Article 19, Grievance Procedure herein.

Section 3. In the assignment of overtime, the Employer agrees to provide the employee with as much advance notice as possible. Every effort will be made by the employer to give at least one hour of notice when overtime will require employee to remain past end of normal shift.

Section 4. Employees on local detail will not be considered for overtime in their permanent section.

Section 5. Any employee has the right to request excusal from overtime assignment provided another employee is available. When no qualified volunteers are available, reverse seniority (SCD leave) will be used, consistent with skill and grade level requirements, to select the employee to perform the overtime. The supervisor has the right to direct overtime for selected employees in accordance with the reverse seniority procedure in the event there are no volunteers for said overtime.

a. Employee(s) (those selected by reverse seniority) may request to switch with another employee after coordinating with and obtaining approval from their supervisor.

b. Employee(s) who believe that they cannot work overtime for reasons of health, undue hardship, or family reasons, may provide a brief self-certification explaining their reasons to their supervisor. Employee(s) should help their supervisor understand their concerns. The employer agrees to consider the employee's inputs when determining who will be required to work overtime.

c. Employee(s) required to work overtime will be authorized a rest period consistent with Article 10.

Section 6.

a. Employee(s) called to work on a day when work was not scheduled or is required to return to work will be guaranteed a minimum of two hours of overtime pay, whether or not work is performed. When an employee following a regularly scheduled tour of duty performs unscheduled overtime work or when early reporting for duty merges with and continues into a regularly scheduled tour of duty for the, the employee will not be entitled to the 2-hour minimum callback overtime provision.

b. Management has the right to require overtime. Employees can be directed to remain on duty past the end of the scheduled duty day to meet manpower needs or emergency situations.

Section 7. Paid leave previously used during the work-week will not be a factor in considering employees for overtime on their regular days off or holidays.

Section 8. Compensatory Time (Comp Time)

a. General Schedule (GS) employees paid at the maximum of grade GS-10 or below must be paid overtime unless they specifically request Compensatory Time.

b. At the request of the wage employee, compensatory time off instead of overtime pay may be granted.

c. The acceptance of Compensatory time will be treated the same as overtime as far as accountability is concerned on the overtime register. Compensatory Time off is granted on an hour for hour basis, i.e., according to Compensatory Time worked.

ARTICLE 12

PROMOTIONS AND DETAILS

Section 1. Promotions to or details of all bargaining unit positions will be accomplished using AFMAN36-203, Staffing Civilian Positions.

Section 2. It is the employee's obligation to insure that appropriate documentation is entered in his/her Official Personnel Folder (OPF) to accurately reflect training, experience, etc.

Section 3. The supervisor shall document by notation to the employee's AF971 all details of less than 30 days.

Section 4. Details and temporary promotions shall not be used on a continuing basis to avoid permanent promotions or assignments. Details and temporary promotions, when possible, will be fairly rotated among all qualified employees within the work center.

ARTICLE 13

POSITION DESCRIPTIONS AND POSITION CLASSIFICATION

Section 1. Any employee in the bargaining Unit who feels that his or her duties are improperly described may discuss the matter with the supervisor. It is understood that any tentative resolution of the issue between the employee and the supervisor is subject to review and approval by higher level supervisors and the Civilian Personnel Office.

Section 2. Employer and employee will make every attempt to insure the accuracy of position descriptions covering the positions in this Unit. The position description should reflect all the significant duties involved in the position.

Section 3. When an employee in the bargaining unit feels his or her position is improperly classified, the supervisor will be consulted for clarification. Should the supervisor be unable to resolve the employee's question, the supervisor may arrange a meeting with the position

classification specialist. If this fails to resolve the employee's questions, the employee may file a classification appeal without prejudice or reprisal pursuant to governing regulations.

Section 4. An employee has the right to be assisted and advised by a representative of his or her own choosing, designated in writing, in the preparation of a classification appeal consistent with applicable regulations.

Section 5. Classification Standards for positions in the bargaining Unit may be reviewed by employees and the Union, whenever the need arises.

ARTICLE 14

PUBLICITY

Section 1. Space on appropriate bulletin boards will be made available to the Union for posting official Union information.

Section 2. The union can put information in the base bulletin and/or on bulletin boards. The union is responsible for dating, initialing or stamping, posting and removing material on bulletin boards and for maintaining them in an orderly condition. The union agrees to limit posting to the designated space. Articles for the base bulletin will be brief. Literature must not contain libelous or abusive material nor will it contain items relating to partisan political matters or propaganda against or attacks on agencies, individuals, or activities of the federal government, violate any law or the security of the activity. Union materials will not be distributed through base distribution unless cleared through the employer. Violation of standards concerning content and distribution of literature are grounds for revocation of this privilege.

Section 3. Upon approval of the agreement, Management agrees to provide the contract to bargaining unit employees through the Westover E-mail system. New employees will be provided a copy of the contract upon processing into the organization.

ARTICLE 15

EQUAL EMPLOYMENT OPPORTUNITY

The parties agree to cooperate in establishing an atmosphere of equal opportunity in Federal employment for all qualified persons regardless of race, color, religion, sex, national origin, age, physical or mental handicap or Union membership, and that a policy of non-discrimination will be followed in every aspect of Federal employment policies and practices, and in Union representation. The parties will jointly seek solutions to any equal opportunity problems through personnel management and administration programs and procedures provided in this Agreement and in Air Force and government-wide regulations.

ARTICLE 16

USE OF OFFICIAL FACILITIES

Section 1. An appropriate office will be made available for use of AFGE, Local 3707. There will be 1 parking space provided for AFGE use near to the entrance. The Union office will be maintained without damage and will be restored to a state of good order by the Union after use. This section may be revised if significant changes to current missions or mission requirements occur. Employer will provide a minimum of 60 days notice to the Union prior to invoking this section.

Section 2. Union will be granted use of recreational facilities, based on availability, for Union sponsored social events. Facilities will be restored to a state of good order by the Union after use. All cost/fees will be the responsibility of the union.

Section 3. A reserved parking space for the Union President in the front parking row at the Consolidated Open Mess will be provided as long as the president is a Club member in good standing.

ARTICLE 17

EMPLOYEE DEBTS

The Employer expects its employees to pay their debts and to maintain a reputation in the community for honoring their obligations. If the employee acknowledges the validity of the debt, or the validity is supported by a court judgment, the employee's supervisor will remind him or her of the Air Force policy on indebtedness and advise the employee to contact his/her creditor promptly to arrange for satisfactory settlement. Employer will not act as a collection agency or undertake to determine the validity of the contested debt. In the event the employee denies the validity of the debt which is not supported by a court judgment, the CCPO will advise the creditor.

ARTICLE 18

TOOLS AND EQUIPMENT

Section 1. Authorized tools and equipment necessary for the accomplishment of their duties as determined by the Employer, will be issued to employees concerned.

Section 2. The operator of a government vehicle is responsible for the condition of the vehicle. The operators and passengers will not smoke in government vehicles. The operator is responsible for cleaning the vehicle and maintaining liquid levels and tire pressures in accordance with governing directives.

Section 3. The operator must complete the applicable AFTO form daily to report mechanical discrepancies as discovered during the course of operations to the appropriate maintenance shop.

The operator will be required to perform the checkout procedures on the checkout list. All other maintenance will be performed by a qualified mechanic.

ARTICLE 19

GRIEVANCE PROCEDURE

Section 1. Purpose- The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances. All time limits in this Article may be extended by mutual consent.

Section 2. Scope-A grievance means any complaint;

a. by any employee concerning any matter relating to the employment of the employee;

b. by the Union concerning any matter relating to the employment of any employee; or

c. by any employee, the Union, or the Employer concerning:

(1) the effect or interpretation or a claim of breach, of a collective bargaining agreement;

(2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment;

d. except that it shall not include a grievance concerning

(1) any claimed violation relating to prohibited political activities; or

(2) retirement, life insurance, or health insurance; or

(3) a suspension or removal for National Security reasons, Sec 7532; or

(4) any examination, certification or appointment relating to initial employment;

or

(5) the classification of any position which does not result in the reduction in grade or pay of an employee; or

(6) non-selection from a group of properly ranked and certified candidates; or

(7) separation of probationary employees; or

(8) Reduction-in-Force

Section 3. The negotiated procedure shall be the exclusive procedure available to the Union and the employees in the bargaining unit for resolving such grievances except as provided in Section 4 of this Article.

Section 4. Appeal and Grievance Options - An aggrieved employee affected by discrimination, a removal or reduction in grade based on unacceptable performance, or adverse action may at his/her option raise the matter under a statutory appellate procedure or the negotiated grievance procedure, but not both. For the purpose of this section and pursuant to Section 7121 (d) and (e)(1) of the Civil Service Reform Act, an employee shall be deemed to have exercised his/her option under this section only when the employee files a timely notice of appeal under the appellate procedure or files a timely grievance in writing under the negotiated grievance procedure.

Section 5. Question of Grievability - In the event either party should declare a grievance non-grievable or non-arbitrable, that issue will be resolved before the merits of the case are considered.

Section 6. Most grievances arise from misunderstanding or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made by management and the aggrieved party to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty or desirability to the organization. Reasonable time during working hours will be allowed for employees and Union representatives to discuss, prepare for, and present grievances, including attendance at meetings with management officials.

Section 7.

a. Step 1. An employee or group grievance shall initially be taken up with the appropriate first line supervisor and will be presented orally or in writing by the employee or the union in an attempt to settle the matter. The union will be present if the employee so desires. Grievances must be presented within 14 calendar days from the date the employee(s) first became aware of the act or occurrence that caused the problem. A copy of any formal written grievance will be forwarded to the Workforce Effectiveness Branch in Civilian Personnel. The supervisor will give the aggrieved party and/or the union representative a decision within 7 calendar days after receipt of the grievance.

b. Successive Steps. If the matter is not resolved to the grievant's satisfaction at the first step of the grievance procedure, it may be pursued through successive steps in the chain of command up to the Wing Commander. After the first step, and at each successive step, the grievance must be presented within seven (7) calendar days after receipt of the reply from the previous level. It must be in writing, signed by the employee and/or union and contain sufficient detail to identify

and clarify the grievance, explain the efforts made to resolve the grievance, and specify the relief sought by the employee which must be directly personal to the employee. If the employee requests a Union representative, his/her name and address will be included on the grievance document. The management official will provide his/her written answer to the grievant and/or union within seven (7) calendar days after the presentation of the grievance. The time limits may be extended by mutual agreement of the parties. In those instances where a bargaining unit employee elects to file a grievance in his/her own behalf, the union shall be given the opportunity to have a representative present at all meetings between the employer and the employee wherein the subject grievance is to be discussed. Pertinent written material from such grievances will be made available to the union. The union may elevate the grievance if management fails to provide a response within the time period at any step of the grievance.

Section 8. Union/Employer Grievances - The local union president will submit a union initiated grievance on a standard grievance form to the wing commander for resolution within 15 calendar days of the occurrence which caused the grievance. Likewise the employer representative has the right to submit a management initiated grievance on a standard grievance form to the union president for resolution with 15 calendar days of the occurrence which caused the grievance. The grievance will state the provision of the agreement that was violated and where and how the faulty interpretation, application, or violation occurred. The party accepting the grievance will meet with the grieving party within 14 calendar days of receipt of the grievance to discuss the matter and attempt an informal resolution. The party accepting the grievance will submit a written decision on the matter within 14 calendar days of the meeting. If the grievance is not resolved through these efforts, the aggrieved may then submit to the grievance to arbitration. Grievances brought to the attention of the union by employee(s) will be processed IAW section 7 of this article.

ARTICLE 20

ARBITRATION If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance may be submitted to arbitration upon written request by either party within 14 calendar days after issuance of the final decision.

Step 1. Within seven (7) calendar working days from the date of the request for arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven impartial persons qualified to act as arbitrators. The parties shall meet within 7 calendar days after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike an arbitrator's name from the list of seven (7), and will then repeat this procedure. The remaining person shall be the duly selected arbitrator.

Step 2. The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case in the event either party refuses to participate in the selection of an arbitrator, or upon inaction, or undue delay on the part of either party.

Step 3. If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

Step 4. Payment of the arbitrator's fee and all related expenses of the arbitration shall be borne equally by the Employer and the Union. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic workweek. The arbitrator will be requested to render a decision as quickly as possible. The arbitrator's award shall be binding on the parties. However, either party may file exceptions to an award with the Federal Labor Relations Authority (FLRA), under regulations prescribed by the Statute. Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.

ARTICLE 21

DRUG AND ALCOHOL ABUSE CONTROL PROGRAM The parties acknowledge that substance abuse problems may be resolved with proper treatment, and that with treatment, workers can return to acceptable levels of productivity or behavior. The Union will support and cooperate with management in an effort to gain maximum program effectiveness. The Union agrees to assist the program and employees in the bargaining unit by supporting the rehabilitation effort and advising troubled employees to seek assistance. Training sessions will be conducted for supervisors, managers, and labor representatives regarding program objectives, identifying problem individuals, and emphasizing their critical role in the program's operation and success. The supervisor will focus on job related conduct and performance. The supervisor will not try to diagnose the cause of the trouble or inquire into the employee's personal life. The supervisor will document all incidents of deteriorating work performance, unexcused absences, or tardiness, and unacceptable conduct.

DRUG TESTING Drug testing will comply with the Air Force Civilian Drug Testing Plan.

ARTICLE 22

LEAVE ADMINISTRATION

Section 1. Annual leave, sick leave, leave without pay, and administrative leave will be administered in accordance with existing and future laws, rules, and regulations.

Section 2. Conflict over Scheduled Leave: When conflicts in leave schedules occur and the conflict cannot be resolved by mutual agreement, the employee with the longest service as determined by service computation date will be entitled to the requested leave. Employees shall be permitted to exercise this entitlement for all leave scheduled in February each calendar year. Thereafter, requests for leave not scheduled in February will be scheduled on a first-come, first approved basis.

Section 3. The Employer will make every effort to grant annual leave as requested, unless a clearly stated need for refusal can be explained. Employer agrees if leave cannot be scheduled at

the time requested by the employee, the supervisor will consult the employee and endeavor to schedule the leave at an alternate time convenient to the employee.

Section 4. Sick leave of more than three (3) consecutive workdays must be supported by medical documentation unless the supervisor specifically waives this requirement. Sick leave will be administered in accordance with AFI 36-815.

Section 5. In cases of serious disability or illness, employees may be advanced up to 30 workdays of sick leave. Generally, an advance of sick leave is not granted if it is considered likely that the employee will not return to duty for a sufficient period of time to repay the advanced leave. Employees will be encouraged but not required to use any balance of annual leave before going into debt for sick leave.

Section 6. An employee requesting absence for maternity reasons may be granted three (3) separate kinds of leave: sick leave, annual leave or leave without pay. The length of absence due to incapacitation as a result of pregnancy and childbirth will be substantiated by a physician. Employee must obtain approval for any additional absence from duty to care for a healthy newborn.

a. Sick leave may be used to cover the time required for physical examination and to cover the period of incapacitation.

b. After delivery and recuperation, the employee may desire a period of adjustment or need time to make arrangements for the care of the child. Such additional leave requirements may be taken care of by the use of available annual leave or leave without pay.

c. Employees are encouraged to report pregnancy to supervisors as soon as possible so that any necessary steps may be taken to protect the employee's health, modify working conditions, and plan for staff adjustments during their absence. Normally, not more than six (6) months will be approved for absence for maternity purposes except in cases where required for medical reasons. An employee absent on approved extended leave will normally be carried on the rolls during her absence in the position, grade, and duty station held at the time her leave commenced. Upon return to work, benefits to which the employee is entitled will be continued and/or reinstated. A male employee may request sick leave to provide care for a newborn with a serious health condition or the mother while she is incapacitated for maternity reasons. A male employee may use annual leave or leave without pay to care for a healthy newborn or minor children.

ARTICLE 23

HEALTH AND SAFETY

Section 1. The Employer will continue to make every effort to provide and maintain safe and healthful working conditions for employees. The Employer and the Union agree that safety is a collective effort and a responsibility of the Employer and employees. The Union will cooperate to that end by encouraging employees to observe all safety rules, requirements, and regulations

in performance of their assigned duties. In the course of performing their assigned duties, employees and Union representatives will be alert to observe unsafe practices, equipment, and conditions in their immediate area which represent safety or health hazards. When such hazards are observed by employees and Union representatives, they will promptly be reported to the immediate supervisor. Nothing herein is intended to discourage the use of, or to replace, the Suggestion Program for this purpose, particularly where the situation is not of an urgent nature.

a. In the interest of employees' safety/health, exceptions to the 15 minute maximum break during four hours of continuous work shall be made based on extreme temperatures and other factors that could affect employees' health.

Section 2. When permitted by regulation, the Employer shall provide, without cost, available immunization against communicable diseases to employees in the Unit when the need exists, as determined by the Wing Commander.

Section 3. It is agreed that the Union will be consulted on medical directives originated locally involving employees of the Unit before such directives are put into effect.

Section 4. A list of employees incurring on-the-job injuries will be furnished to the Union upon request. The Union agrees to assist employees of the Unit who are experiencing problems in processing claims through the Office of Worker's Compensation Program (OWCP). The Union agrees to protect any information released under this section in accordance with the Privacy Act.

Section 5. The Employer will provide any job related safety/protection equipment, appropriate for season as determined by agency, needed in performance of duties and responsibilities to comply with Federal laws. Employees will use all such safety equipment provided including the use of seat belts when operating or riding in government vehicles equipped with belts.

Section 6. Employer will take prompt and appropriate action when the need for repairs of apparatus and equipment is reported, or will take steps to correct any unsafe conditions which are reported to or observed by management. Employees have an obligation to report any unsafe conditions immediately.

Section 7. In case of accidents, management will investigate the circumstances, and causes, and maintain records in accordance with applicable instructions.

Section 8. The procedures established in the safety and health program shall not preclude the right of any employee to file a grievance under the grievance procedure. The primary responsibility of resolving differences involving health and safety matters remains with the Employer and the Union.

Section 9. When a determination is made that an employee is too ill for duty after reporting for work, the supervisor will make appropriate arrangements for the employee.

Section 10. For employees engaged in work that requires special protective clothing and/or equipment, a reasonable amount of time may be allowed at the beginning of the scheduled work

day and before the end of the scheduled workday to change into and out of the required special protective clothing/equipment. The supervisor determines the time needed based on the nature of the working conditions and the work being performed.

ARTICLE 24

TRAINING

Section 1. Selection for all training will be made by management. Management determines and provides developmental/training needs for all personnel at Westover ARB, subject to the availability of funds, school quotas and training facilities.

Section 2. Selections for training courses established as a condition of promotion eligibility shall be in accordance with the Merit Promotion Principles.

Section 3. Employer agrees to provide employees the opportunity to take advantage of job-related schools or courses sponsored by the DOD as work schedules permit.

Section 4. Employer will establish the desirability of employee attendance at Air Force training schools and programs, giving consideration to the potential of each employee's ability to train, and other relevant factors. Employees selected for training will comply with all the requirements established for the training school or program. Subject to the foregoing provision, the employer agrees to fairly and equitably assign training school allocations among all employees in the unit.

ARTICLE 25

REDUCTION-IN-FORCE

Section 1. At the earliest possible date, prior to official notification to employees, the Union will be informed of any proposed/pending Reduction-In Force (RIF). The notice will include the reasons for the RIF, the approximate number and types of positions affected, and the approximate date the actions will take place. All RIF actions will be carried out in compliance with applicable laws and regulations. During RIF, affected employees and their representatives may have access to pertinent regulations and retention registers as provided by governing directives.

Section 2. The parties will meet and confer on the impact and implementation of RIF prior to the issuance of notices to the affected employees.

Section 3. When employees of the Unit are to be adversely affected due to the utilization of active duty personnel, the Union will be advised 30 days in advance of the consummation of the adverse action. The Union will be consulted on appropriate arrangements for employees adversely affected by the impact of realignment of the work force.

Section 4. The Employer shall make every effort to place those employees identified for separation by RIF action into positions for which the employee is qualified with reasonable training and assistance. The Employer will provide this reasonable training for those employees.

Section 5. The Employer shall, to the greatest extent possible, provide placement and outreach assistance to all employees identified for separation under RIF action. This shall include, but not be limited to, registration in the DORS program immediately upon the employee's request.

Section 6. The Employer shall allow any employee identified for a RIF action a reasonable amount of time during normal duty hours for the purpose of seeking alternative means of employment within, or outside of the federal government from the CCPO offices. The Employer shall provide the employee such job placement assistance and materials as may be at its disposal.

ARTICLE 26

WAGE SURVEYS

Section 1. Employer will notify the Union of the DOD Federal Wage Time Table for the Conduct of Surveys.

Section 2. Employer has the responsibility of providing wage data collectors and cooperating in the conduct of such wage surveys. However, the Union may designate one (1) individual to serve as a Labor Representative on the Local Wage Survey Committee and one individual to serve as an alternate. The Union may nominate individuals to serve as data collectors for the survey. Release of these nominees will be determined by management. The work schedule for data collectors during the full wage survey will be Monday-Friday, 8 hours each day and a non-compensable lunch period.

ARTICLE 27

CONTRACTING OUT OF BARGAINING UNIT WORK The Employer agrees to meet and confer with the Union relative to the impact and implementation of contracting out. The Employer agrees to notify the Union of any function being brought under consideration for study as soon as Employer is notified.

ARTICLE 28

ENVIRONMENTAL DIFFERENTIAL PAY (EDP) AND HAZARDOUS DUTY PAY

Section 1. Environmental Differential Pay. Federal Wage System (FWS) employees exposed to a working condition or hazard described in the categories established by government-wide regulations, will be authorized environmental differential Pay (EDP) in accordance with applicable government-wide regulations.

Section 2. Hazardous Duty Pay. General Schedule (GS) employees who are assigned to and perform duties described in government-wide regulations concerning hazardous duty will be

authorized hazardous duty pay, subject to the provisions of government-wide regulations concerning the authorization for and payment of a hazardous duty pay differential.

ARTICLE 29

HOUSEKEEPING AND SAFETY

Section 1. Employees are responsible for maintaining their immediate work areas in a neat and orderly fashion at all times.

Section 2. Occasionally, special efforts are expected and anticipated from all personnel as their fair share involvement in events such as annual spring clean-ups, pre-inspection special clean-ups, and unplanned clean-ups resulting from windblown debris, winter accumulations, etc.

Section 3. Employer, through available authorized contracted out opportunities, assures custodial clean-up of administrative and common use areas (i.e., halls, toilets, etc.) where such services are pre-designated under existing programs.

ARTICLE 30

EMERGENCY MEDICAL SERVICE Employer accepts the responsibility for providing emergency medical services. In the event of a medical emergency, the Emergency Communications Center will be called at 911.

ARTICLE 31

PAYROLL ALLOTMENT FOR PAYMENT OF UNION DUES

Section 1. Effective with the first pay period commencing after receipt of approval of this Agreement from the Wing Commander, the Employer shall deduct Union dues from the pay of eligible employees who voluntarily authorize such deduction.

Section 2. Union dues (the regular, periodic amount required to maintain an employee in good standing in the Union) shall be deducted by the Employer from an employee's pay each biweekly pay period when the following conditions are met:

a. The employee has membership in the Union and has voluntarily authorized such a deduction by executing Standard Form 1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues". This form must be submitted to and authenticated by the CCPO for a confirmation that employee meets requirements for dues withholding.

b. The employee's earnings are sufficient, after all other legal deductions, to cover the full amount of the allotment.

Section 3. The Union shall be responsible for insuring that the allotment form is purchased and made available to eligible members, and shall insure that the employees are fully informed and educated concerning the program for payroll deduction of Union dues, its voluntary nature, the uses of their required form, and the procedure for revocation of allotments.

Section 4. Deductions shall begin with the first pay period which commences after receipt of the allotment form by the appropriate Finance Division. However, such form must be received by the appropriate Finance Division not later than four days prior to the beginning of the pay period.

Section 5. The amount of dues deducted shall be the last rate established in accordance with the previous agreement. If the amount of dues is changed by the Union, the appropriate Finance Division will be notified in writing by the Union of the new rate and effective date. The new amount will be withheld effective with the pay period following the pay period during which the notice is received in the appropriate Finance Division, unless a later date is specified by the Union. Only one such change may be made in any period of twelve consecutive months

Section 6. The amount of dues shall be transmitted by the appropriate Finance Division to the President, or Treasurer, of the Union by check no later than ten (10) workdays after the close of the pay period in which the deduction was made. With each remittance, the appropriate Finance Division shall provide the Union with a duplicate list containing the following information:

- a. The names of employees for whom deductions were made and the amount of each deduction.
- b. Total number of employees for whom dues were withheld.
- c. Total amount withheld.
- d. Net amount remitted.

Section 7. An employee may initiate action to remove his/her allotment after a period of one (1) year by completing and submitting Standard Form 1188 (or individual substitute) to a Union Officer. The Union will submit these Standard Form 1188s to the appropriate Finance Division.

Section 8. An employee's voluntary allotment for payment of Union dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur:

- a. Loss of exclusive recognition by the Union. It is understood, however, that the termination of the negotiated Agreement will not terminate this dues withholding agreement.
- b. Movement due to promotion, reassignment, or demotion to a position not included in the Unit (does not include details or temporary promotions).
- c. Separation of the employee for any reason.

d. Upon receipt of notice from the Union that the employee has been expelled or has ceased to be a member in good standing.

Section 9. The Union agrees to notify the appropriate Finance Division, in writing, when an employee with a current allotment authorization is expelled or for any other reason ceases to be a member in goodstanding.

Section 10. The Employer shall notify the Union within one day after receipt of approval of this Agreement. The Union shall, in turn, within one day after receipt of information from the Employer of approval of this Agreement furnish the appropriate Finance Division written certification of the amount of dues and the names and addresses of the President and Treasurer of the Union authorized to certify Section A of Standard Form 1187 on behalf of the Union.

Section 11. After receipt of approval of this Agreement, the Union shall be responsible for posting and maintaining on bulletin boards assigned to them a notice apprising employees of their privilege to voluntarily authorize an allotment for payment of Union dues, or revocation thereof, and of other necessary and pertinent information relating to the program for payroll deductions of Union dues.

Section 12. This Agreement, upon approval by the Wing Commander supersedes the previous agreement between the Employer and the Union for withholding of pay for payment of Union dues. The Employer agrees however, to continue to withhold dues from employees' pay with a current allotment authorized without submission of a new Standard Form 1187. The Employer further agrees that this Agreement for Payroll Allotment for Payment of Union Dues shall continue in effect as long as the Union continues to be recognized by the Employer on an Exclusive Recognition basis for the employees involved.

ARTICLE 32

PERFORMANCE APPRAISAL

Section 1. A performance appraisal will be completed for all bargaining unit employees at least annually. The performance standards and critical elements criteria against which the employee is evaluated shall be job related. Anytime a performance plan is changed, the supervisor keeps the original with the AF Form 971 and gives a copy to the employee.

Section 2. Performance elements and performance standards will be determined by management.

Section 3. Periodic progress review(s) will be conducted with the employee to review currency of performance elements and to discuss work performance.

Section 4. When an employee is determined to be performing at an unacceptable level, the employee will be notified in writing of the specific performance deficiencies resulting in the unacceptable performance. A written plan of action to improve performance will be developed and will include what assistance will be provided by the supervisor to help the employee

improve his or her performance. Absent employee's misconduct, the employee shall be given a minimum of 60 days in which to improve; following which a determination of acceptable/unacceptable performance shall be made. At the end of the period, the employee will be reevaluated and informed of his or her performance. If performance has not improved, the employer will give the employee written notice of any proposed action setting forth the basis for the action. Such notice will give the employee 30 calendar days advance notice. The employee will have 10 calendar days in which to respond to the proposed action.

Section 7. It is management's responsibility to identify elements and set standards. The substance of performance elements and performance standards are not grievable. This does not preclude an employee who believes that he or she has been adversely affected by application of a performance standard from raising the issue of whether the performance standard, as applied to the employee, is fair and reasonable in any grievance proceeding concerning disagreements on ratings. Employees will resolve disagreements on ratings in accordance with the negotiated grievance procedure as set forth in this Agreement.

ARTICLE 33

UNIFORMS

The agency will establish the procedures for furnishing uniforms or paying uniform allowances. The agency will identify the requirements for maintaining, repairing, replacing and returning uniforms in accordance with regulations, instructions, and DOD policy.

ARTICLE 34

PERSONAL FACILITIES

Section 1. Employee will be provided locker/space as required to safeguard official equipment and personal belongings. Locker/space will be as close to the employee's work area as possible. They will be large enough to safeguard official equipment, protective clothing and foul weather gear as required (in some cases this will require full size lockers). The locker/space may also be used to safeguard employees personal belongings. Personal belongings left in locker/space shall be the sole responsibility of the employee. Locker/space will be in an area away from chemical flammable storage areas. Employee locker will be identified by name and secured by employee.

Section 2. Except for inspections conducted by Westover Security Force, if necessary, lockers will be subject to inspection for just cause in the presence of the employee.

Section 3. Privacy will be provided for male/female employees to change clothes.

ARTICLE 35

DURATION OF AGREEMENT

Section 1. This Agreement shall be put into full force and effect when it is signed by the parties and approved by DOD CPMS FAS. It shall remain in effect for three (3) years from the date of final approval.

Section 2. Either party may give written notice to the other party not more than 105, and not less than 60 calendar days prior to the expiration date of this Agreement of their intention to negotiate changes to this Agreement; it shall automatically be extended for periods of one year with a new effective date for each extension period.

Section 3. If negotiations for a new Agreement are in process at the expiration date, this Agreement shall continue to be in effect until a new Agreement is reached.

Section 4. This Agreement may be reopened by mutual consent of the parties to negotiate amendments. Any requests for amendment by either party shall be in writing and shall contain a summary of the proposed amendment. No other amendments or issues will be considered other than mutually agreed to by the parties. All amendments shall become effective upon approval by DOD CPMS FAS and will become a part of this Agreement.

ARTICLE 36

SUPPLEMENTAL AGREEMENTS It is understood that all supplemental agreements require the same approval as the basic Agreement and shall become a part of the basic Agreement.

APPENDIX A

Union Representation Request Form

1. Name of Union Representative

2. Purpose of Visit: _____

3. Supervisor's permission is requested to leave the assigned work area to perform duties outlined in the negotiated agreement.

Approved/Disapproved

Reason for Disapproval (if applicable): _____

Date: _____ Time Out: _____ Time In: _____

Supervisor's Signature _____

4. Time In: _____ Time Out: _____

Signature of Supervisor Visited _____

APPENDIXB

GRIEVANCE FORM

Date _____

Local 3707, Westover ARB Chicopee, MA 01022

Name of Employee _____ Job Title _____

Organization _____ Office ____ _ Phone ____ _

Date Incident Occurred _____ Immediate Supervisor _____

Date Presented to Supervisor _____

Statement of grievance including specific information and efforts made to resolve matter informally:

State sections of contract or agency regulations that apply:

State Adjustment Expected:

Employee Signature _____ Steward's Signature _____

Name of Reviewing Official _____ Title _____

Organization _____ Office _____ Phone _____

Statement of Reviewing Official:

Date -----

Signature of Reviewing Official _____

INTRODUCTION
TO
FIRE DEPARTMENT ARTICLES

THE ENSUING ARTICLES,
BEGINNING WITH ARTICLE 35
PERTAIN SOLELY
TO FIRE DEPARTMENT PERSONNEL



ARTICLE 37

Hours of Work and Work Schedules

Section 1. The scheduled hours of work shall be a 48/72 type. The work schedule will be 48 hrs on, 72 hrs off, 48 hrs on, 72 hrs off, 48 hrs on, 48 hrs off, and then repeat the cycle. This cycle runs a two week period and equals 144 hours each pay period. The system requires the establishment of seven (7) groups. The groups rotate in such a manner that there are three (3) groups scheduled to work each 24 hour period. Each group is assigned to a day of the week creating a 7 group pattern. All firefighters will work 144 hours in a bi-weekly pay period in accordance with applicable Federal Laws, Rules, and Regulations. The establishment of the seven (7) groups will be the responsibility of the Fire Chief. To facilitate equitable treatment of all employees, the employer agrees not to randomly or indiscriminately assign group days.

Section 2. The daily work schedule of firefighters shall be from 0715-0715. Roll call will be announced at 0713. This gives the off going shift the opportunity to put away their personal protective equipment prior to the end of shift at 0715. Normally only the firefighters going off duty and coming on duty are required to attend roll call unless all firefighters are needed for crew re-assignments or important announcements.

Section 3. The normal work schedule for Fire Inspectors and the Asst. Chief for Training is four nine-hour days per week and one 24 hour shift for a total of 60 hours per week, scheduled Monday thru Friday from 0700 to 1630 with a 30-minute unpaid lunch period. Each Fire Inspector and Asst. Chief for Training will support Operations during their 24 hour shift. It is understood that other work schedules for Fire Inspectors may be established in accordance with applicable laws, rules and regulations when the Employer determines they are necessary. Fire Communications Operators will work eight hour shifts of 0700-1500, 1500-2300, and 2300-0700.

Section 4. Normally official break times and meal time should be 0800-0830 hrs, 1100-1230 hrs, & 1630-1800 hrs. Normally training, official meetings, and any other business will not be conducted during these times. Should the Employer or the Union foresee a problem with break times the Employer agrees to consult with the Union.

ARTICLE 38

FIRE PROTECTION STANDBY

Section 1. The Employer and the Union mutually recognize that mission requirements necessitate fire protection standby duty. Further, that such duty may occur during meal periods.

Section 2. Subject to mission requirements, available manpower and equipment, the Fire Chief will make every effort to provide relief for standby crews to permit them to return to their normal duty station during meal periods. If mission requirements, available manpower, and equipment do not permit relief of standby crew, Employer will assure meals get to crew at employee's expense.

ARTICLE 39

TRADING OF DAYS

Section 1. The maximum amount for trading of time is 24 hours. The minimum amount for trading of time is 4 hours.

Section 2. Trading of time will be considered between equal ranks and/or have the particular skills, certification, and qualification necessary to perform one another's duties as determined by the Senior Fire Officer on duty.

Section 3. The exchange will not result in increased entitlement to overtime compensation for either employee involved in the trade. All obligated trades will be paid back within the same pay period.

Section 4. Each employee involved will sign a document stipulating the dates of trade and present it to the supervisor, whenever possible, prior to the beginning of the pay period during which the trade will occur but no later than the beginning of the shift prior to the trade. It is understood that since the exchange of time is voluntary, between the employees who trade, if, as a result of an exchange or a proposed change between two employees disagree with each other regarding the terms of the exchange, those employees must resolve the disagreement by themselves. Under no circumstances will such employee file a grievance against management in order to settle their differences.

Section 5. An accurate record of trades will be maintained by the Employer.

Section 6. Trading of time will be limited to one (1) per pay period for each employee.

Section 7. All employees returning to duty from trading of time will be fit for duty.

Section 8. The time and attendance records must reflect the number of hours employees actually work.

Section 9. Parties agree that trading of time is due to employee desires and convenience and is intended to provide the employee with a means of meeting unusual and unique personal circumstances.

Section 10. Employee supervisor's concurrence must be obtained in writing. In all cases the supervisors shall not arbitrarily disapprove a request for trading of time. Further it is agreed that supervisors shall provide affected employees with a written reason for any disapproved trading of time.

ARTICLE 40

EARLY RELIEF

Section 1. All early relief will be voluntary among employees.

Section 2. Trading of time will be considered between equal ranks and/or have the particular skills, certification, and qualification necessary to perform on another's duties as determined by the Senior Fire Officer on duty.

Section 3. Each employee involved must sign a statement stipulating the date and time of early relief, and it must be presented, in writing, to the supervisors involved at the beginning of the shift prior to the proposed action, for time periods exceeding 1 hour. Early relief for time periods of less than 1 hour will require the verbal approval by the Senior Fire Officer on duty and recorded into the daily log book. All early relief must be for a valid reason, to be determined by management. It is understood that since the early relief is voluntary, between the employees who trade, if, as a result of an exchange or a proposed change between two employees disagree with each other regarding the terms of the exchange, those employees must resolve the disagreement by themselves. Under no circumstances will such employee file a grievance against management in order to settle their differences.

Section 4. The exchange will not result in increased entitlement to overtime compensation for either employee involved in the trade. All obligated trades will be paid back within the same pay period.

Section 5. Parties agree that trading of time is due to employee desires and convenience and is intended to provide the employee with a means of meeting unusual and unique personal circumstances.

Section 6. Employees who scheduled early relief may not leave until released by the Senior Fire Officer on duty.

ARTICLE 41

LIVING CONDITIONS IN QUARTERS

Section 1. The Employer recognizes that the 48-hour duty period for firefighters requires special efforts to ensure adequate and comfortable living quarters and conditions. Comfortable beds, pleasant living space (with standard home furnishings), adequate recreational facilities and opportunities, and clean reasonable private bathroom facilities "limited to firefighter use only", are essential to the esprit de corps of the firefighter forces. The Employer agrees to pursue these concepts, subject to budgetary and regulatory limitations, and the accomplishment of the primary mission.

Section 2. The Employer agrees that the living quarters shall be used by firefighters only and that signs to that effect will be posted by management. Doors to the living quarters will be marked "Firefighters Only".

Section 3. A Health and Safety committee will be established to address concerns that relate to Fire Department working and living conditions. This committee will be made up of both labor and management personnel.

Section 4. The Employer agrees to provide cable television to the fire station. The package will be the basic and expanded basic package. The firefighters may choose to upgrade this service as they see fit so long as there is no cost to the Employer.

ARTICLE 42

UNIFORMS

Section 1. The uniform clothing that fire protection personnel wear under their firefighting protective bunker clothing ensembles shall comply with the current NFPA 1975 "Station/Work Uniforms for Firefighters".

Section 2. Work Uniform.

a. The uniform shirt shall be light blue for Lead Firefighters and navy blue for Firefighters. The shirt shall have two flap pockets, badge tab, shoulder epaulets, and banded collar with collar stays. The department patch shall be sewn on the left sleeve and the reverse flag with stars toward the heart will be sewn on the right sleeve. A dress shirt with metal accessories is authorized for wear when teaching in public, providing tours, performing facility pre-planning or at other times deemed appropriate, but shall not be worn under protective clothing.

b. The uniform trousers shall be conventional or cargo EMS style, without cuffs.

c. The uniform shorts shall be conventional or cargo EMS style. Shorts will have a minimum inseam of 8 inches and a maximum inseam of 10 inches.

d. The golf shirt shall be a standard 3 button style with the Westover FD logo embroidered over the left breast.

e. The job shirt shall be a sweatshirt style with a denim collar, denim elbow patches and a partial zipper front. The department patch shall be sewn on the left shoulder, and the reverse flag on the right shoulder. The embroidered Westover FD logo over the left pocket and the name over the right pocket are optional.

f. The uniform jacket shall be police blue in color, super Taslen outer shell, and a zip out thermalite soft liner with wristlets, two-piece collar, permanent taffeta lining, trimmed sleeve hems, epaulets, badge tab, full interlining and shoulder pads. Jacket may be either waist length or hip length.

g. The undershirt shall be a T-shirt style or turtleneck with WFD embroidered on the neck, with or without pockets. The exposed portion shall be navy blue for blue shirts and white for white shirts. A logo approved by the Fire Chief may be included over the left breast, no

larger than 3-inches square. The logo and printing/embroidery are of a contrasting color and standard within the department. The Fire Chief may approve and alternate logo for employees represented by the bargaining unit. However the logo shall conform to the same dimensions.

h. The baseball cap shall be navy blue with the Westover FD logo embroidered on the front.

i. The employer issues coveralls for firefighters to wear during situations such as vehicle maintenance, live-fire training, or other situations that are likely to cause damage to the work uniform.

Section 3. Formal Uniform.

a. The dress jacket shall be double breasted, dark blue with ten (10) buttons styled in the traditional firefighters form. It shall be constructed of 45% worsted wool and 55% polyester. The buttons, collar brass, and badge shall be silver for all Firefighters and Lead Firefighters. The department patch shall be sewn on the left shoulder. No other patches or badges are authorized on the jacket. Sleeve striped and service insignia (one for every five years of firefighter service) shall be as follows.

- (1) Asst. Chief for Training - Three *Yi*" Gold stripes with Gold Maltese
- (2) Fire Inspectors - Two *Yi*" Silver stripes with Silver Maltese
- (3) Lead Firefighter- Two *Yi*" Silver stripes with Silver Maltese
- (4) Firefighter- No stripes and Silver Maltese

b. The dress trousers will be of the same material, manufacturer, and color as the dress jacket. There shall be no cuffs, side stripes, or suspenders, and will use the belt loop system.

c. The dress shirt shall be a long sleeve white in color for the Asst. Chief for Training, Fire Inspector, and Lead Firefighter and light blue for Firefighters. The department patch shall be sewn on the left shoulder and the reverse flag on the right shoulder. The small fire protection badge will be worn over the left breast pocket.

d. The formal foot wear shall be black socks with highly polished black military style low quarter shoes.

Section 4. Physical fitness clothing will be IAW current and future regulations and worn at the discretion of the Fire Chief.

Section 5. Consistent with Air Force Regulations, Employer and the Union agree that the standard uniform with firefighter's bell cap shall be prescribed for all employees of the Unit. Employer further agrees to either furnish uniforms or pay a uniform allowance in accordance with law and DOD instruction. If an initial and/or annual uniform maintenance/replacement allowance is issued, all employees receiving the allowance shall at the request of the supervisor submit proof of acquiring the required uniform articles. This proof will normally be either having the employee display the article(s) of clothing or the submission of an original copy of the sales receipt.

Section 6. The employer will determine when the uniform does not meet the standard and direct each employee not in compliance to replace uniform items. Upon establishment of new standard or uniform style of fire uniform, employee compliance with the new standard shall be a phased in over a period of 12 months.

ARTICLE43

FIRE DEPARTMENT TRAINING

Section 1. The Fire Protection Branches' proficiency training program will be conducted in accordance with applicable Air Force and local regulations and procedures. The senior fire officer on duty shall determine the work schedule for the day to include day and night training.

Section 2. Weather conditions such as extreme cold, hazardous weather, extreme heat, etc., will be factors for consideration in scheduling fire training exercises. When training takes place outside the temperature should be in the range of +30°F to +85°F as well as recommended actions of Air Force Pamphlet 48-151 (18 Nov 02) Aerospace Medicine Thermal Injury. This is done to provide safe working conditions and ensure the firefighters will not be exhausted should a real world emergency occur either during or immediately after a training session.

Section 3. If an employee is required to attend a training course or seminar that management mandates in order to certify or re-certify a skill or license (i.e. EMT, CPR) during his off duty time, then that employee will be paid appropriately.

Section 4. The employer agrees to pass on all information received relating to fire related training courses that are available to employees outside the confines of Westover ARB, to include but are not limited to Mass Fire Academy, National Fire Academy, etc.

Section 5. The Employer agrees to provide and maintain an adequate and up to date library on the science of firefighting and rescue. Such a library and audio visual equipment will be accessible to employees. This library will be set up according to the availability of funds from the Fire Training Section. One person will be responsible for inventory and accountability of library materials.

Section 6. Both parties agree to encourage employees to participate in relevant training and educational opportunities and to utilize and share with fellow employees new skills acquired through training. Unit employees will be permitted to attend training courses during duty time without loss of pay or use of leave providing: The employer has determined the courses are job related, employees can be spared, and the request has been submitted and approve in advance. Use of emergency vehicles for training will be at the discretion of the Fire Chief.

ARTICLE44

GENERAL PROVISIONS

Section 1. Physical fitness training will be determined by management IAW current applicable directives/instructions.

Section 2. Physical standards for employees must equal or exceed Office of Personnel Management Qualification Standards (GS-081). Employees will be subject to periodic physicals in accordance with the above standards and IAW the current version of NFPA 1582.

Section 3. During standby time, employees may participate in recreational or athletic activities providing such activities do not interfere with the primary function of the Fire Department. The number of participants will be at the discretion of the Senior Fire Officer on duty.

Section 4. In order to assure parking facilities for Fire Department personnel, parking spaces around the Fire Station will be identified with signs marked "Fire Department Parking Only". Violators found not to be authorized will be reported to Security Forces.

Section 5. The Employer agrees to cooperate with the Union to establish an honor guard in the event of the demise of a unit employee. The honor guard shall be comprised of fellow employees from the unit. The Union shall notify the Employer of the composition of the proposed honor guard so that the absence of the employees shall not impair the mission of the Employer.

Section 6. Normally public tours will not be scheduled during lunch periods (does not include public officials or dignitaries).

Section 7. The Employer agrees not to allow members of the bargaining unit to sit in on annual evaluations, unless that person is involved in the supervisory chain of command.

ARTICLE45

PERSONAL CONDUCT AND APPEARANCE

Section 1. Members of the unit will conduct themselves in a professional manner so as to reflect credit on themselves and the unit, and to further a positive image of the fire Service.

Section 2. The union will cooperate with and support management's efforts to achieve and maintain high standards of personnel appearance, dress, and self-discipline among all personnel in the unit.

Section 3. In recognition of the fact that higher standards of personal appearance apply to fire service personnel than to non-uniform employees, the following standards are prescribed:

a. Neat appearance, clothes cleaned, pressed and in a high state of repair, shoes clean, cap worn squarely on the head, and tie neatly tied.

b. Hair must be clean and neatly shaped. It may not extend below the lowest part of the ear or below the bottom of the collar in the back when the individual is standing. Bush, Afro or other similar hair styles will be worn on moderation so long as these styles do not interfere with the wearing of safety equipment or the uniform hat.

c. The face shall be clean shaven except that a mustache is permissible subject to the restriction below. Beards are not permitted for firefighters who wear SCBA.

(1) The mustache must not extend 1" below or **1"** beyond the line of the employee's upper lip or edge of the mouth and must not interfere with the seal of the self-contained breathing apparatus.

d. Sideburns are permitted. Side bums must be neatly trimmed, even in width, and no longer than the lowest part of the ear.

e. Wearing of watches, bracelets, and other similar jewelry shall be compliant with the current NFPA 1500 firefighter safety standard.

f. Visible tattoos and body art must be in good taste, not be offensive to others or create an unfavorable image for the department.

ARTICLE 46

PERSONAL PROTECTIVE EQUIPMENT

Firefighters may choose to purchase and wear their own PPE if items meet the current NFPA standard for protective clothing. The Fire Chief shall verify compliance with NFPA, current SOP's, and the current department unique style for identification purposes. The firefighter will maintain the PPE. Firefighters understand that use of their own purchased property is a personal choice and the Employer is in no way responsible for lost, stolen, or damaged items.

ARTICLE 47

LEAVE ADMINISTRATION

Section 1. Employees shall accrue annual leave in accordance with existing and future applicable laws and regulations. Every bargaining unit employee is responsible for maintaining regular attendance and obtaining authorization from the Employer for any absence from scheduled duty. The final determination as to the time and amount of annual leave granted at any specific time rests with the Supervisor authorized to approve leave. It is understood that the leave approving official will evaluate the knowledge, skills, certifications, and abilities of the employee in relation to the needs of the mission when making a determination as to whether an employee's services can be spared in connection with a request for annual leave.

Section 2. Requests for annual leave will be submitted by the 15th of January each year. Each employee will have the opportunity to schedule at least 75% of their "Use or "Lose" leave in

January. The remaining 25% of their "Use or Lose" will be scheduled before the start of the third bi-weekly pay period before the end of the leave year.

Section 3. When conflicts arise in scheduling leave and the conflicts cannot be resolved by mutual agreement, seniority (SCD Leave) will govern. However, when scheduling leave during June, July, and August, seniority preference for annual leave will be limited to 6 shifts of 24 hours initially.

Section 4. Bargaining unit employees in the Dispatch section will select their leave along with the employee's in the operations section IAW this article.

Section 5. Incidental leave requests will be turned in to the employer no later than 1600 hrs the shift prior to the shift requested. The employer agrees that approvals for leave requests will be answered within a reasonable amount of time after receiving the request. Incidental leave forms turned in for unknown/unforeseen circumstances after the deadline shall be reviewed on a first come first served basis. The 60 hour bargaining unit employees will count for the granting of leave when they support the operations section.

Section 6. Consistent with the mission requirements, the Employer agrees that the granting of annual leave on Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day will be as liberal as possible.

Section 7. The maximum amount of leave initially scheduled by each employee in January shall be equal to the amount earned for one leave year.

ARTICLE 48

OVERTIME

Section 1. The Union recognizes that the administration of overtime work (including the nature of the work, the need for specific knowledge, skills, certifications, abilities, and the number of employees required) is solely a function of the Employer. To this end, the Employer agrees to establish a list of employees desiring to volunteer to work overtime. In the event that more than one employee volunteers for overtime, seniority based on service computation date (SCD Leave) will govern the overtime assignment.

Section 2. It is solely the employee's responsibility to notify the Employer of his/her willingness to work overtime. The employee will add or delete their name to the overtime list with their supervisor's certification.

Section 3. If there are no employees who have volunteered for the overtime who possess the required knowledge, skills, certifications, and abilities, the Employer will assign the overtime by reverse order of seniority.

Section 4. The Employer determines the employee(s) necessary for overtime assignments. The employee may request relief from an overtime assignment, however, final determination will be made by the employer.

Section 5. To the maximum extent practical, the Employer will guard against requiring a bargaining unit employee from working excessive overtime.

Section 6. In accordance with applicable rules and regulations, unit employees will not be required to earn compensatory time in lieu of overtime.

The negotiating
teams of both
parties agree to the
contents and
provisions of this
Agreement.

